



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Approving Amendment to San Joaquin Council of Governments Joint Powers Agreement to Add Two Additional Voting Members to the Board, One Each from the San Joaquin County Board of Supervisors and the City of Stockton

MEETING DATE: February 15, 2006 (Carried over from January 18 and February 1 meetings)

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt a resolution approving an amendment to the San Joaquin Council of Governments Joint Powers Agreement to add two additional voting members to the Board, one each from the San Joaquin County Board of Supervisors and the City of Stockton.

FEBRUARY 15 UPDATE: Staff has been notified by the SJCOG that sufficient affirmative votes by other agencies have been made to approve this amendment. However, staff still recommends an affirmative vote by the Lodi City Council for the record. The following staff report is unchanged from the previous meetings' reports.

BACKGROUND INFORMATION: The City has received the attached letter from the San Joaquin Council of Governments (SJCOG) requesting that the City ratify a proposed amendment to the Joint Powers Agreement. The amendment primarily adds two voting members to the Board – one from the San Joaquin County Board of Supervisors and one from the City of Stockton. The amendment also raises the quorum level from six to seven. In addition, the amendment makes minor editorial changes, as shown on the attachments.

The change is being recommended in response to a request from the City of Stockton for increased representation given the under representation compared to Stockton's population. This disparity is summarized in the following table:

Agency	Population % of SJ County	Current # of Board Seats, %	Proposed # of Board Seats/%
Escalon	1.1 %	1, 10 %	1, 8.33 %
Lathrop	1.9 %	1, 10 %	1, 8.33 %
Lodi	9.6 %	1, 10 %	1, 8.33 %
Manteca	9.5 %	1, 10 %	1, 8.33 %
Ripon	2.0 %	1, 10 %	1, 8.33 %
Stockton	42.8 %	2, 20%	3, 25.0 %
Tracy	12.0 %	1, 10 %	1, 8.33 %
Unincorporated Area/ Board of Supervisors*	21.2 %	2, 20%	3, 25.0 %
Total:		10 / 100%	12 / 100%

* Note, the Board of Supervisors also represents constituents within the incorporated areas.

APPROVED:

Blair King, City Manager

Clearly on a population/representation basis, the request should be considered. However, SJCOG is much more than simply a population-based organization. SJCOG is collaborative decision-making organization tasked with managing a variety of regional issues, programs and funding.

The second and third pages of the Joint Powers Agreement describe the regional nature of SJCOG and page four lists the specific programs for which SJCOG acts as the managing agency. In addition, the voter-approved ordinance that established the ½ cent transportation sales tax in San Joaquin County – Measure K – names the SJCOG as the Local Transportation Authority to manage the program as described in State law.

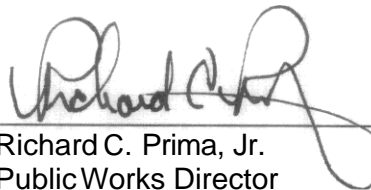
The continued success of SJCOG and the way it operates is vital to Lodi, the other cities and San Joaquin County as a whole. The proposed amendment provides a stronger voice for the largest city – albeit only by a small amount – and is balanced by a stronger voice from the Board of Supervisors, who represents the entire County, including city residents. The change is minimal for the remaining cities and is tempered by requirements that:

- a) A seven-member quorum is required to conduct business (increased from six).
- b) A majority of the members and those representing at least 55% of the population are needed to amend the JPA and to adopt the annual budget.
- c) A two-thirds majority is required (in the Measure K ordinance) for amendments to the Expenditure Plan and Ordinance.

In the end analysis, the proposed amendment is relatively minor; however, the important point is that the members continue to work together for the betterment of the region. The amendment addresses the concerns of the elected officials representing the majority of the population, and staff fully supports the request.

FISCAL IMPACT: No funding is required for this action. Any future impacts to City transportation funding will depend on SJCOG Board actions.

FUNDING AVAILABLE: Not applicable.



Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Attachments

cc Andrew Chesley, SJCOG Executive Director



SAN JOAQUIN COUNCIL OF GOVERNMENTS

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209.468.3913 • 209.468.1084 (fax)

www.sjocog.org

December 15, 2005

Gary L. Haskin
CHAIR
John Harris
VICE CHAIR
Andrew Chesley
INTERIM EXECUTIVE
DIRECTOR
Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECAL,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

Dear Mayor Hitchcock,

Susan Hitchcock, Mayor
City of Lodi
P.O. Box 3006
Lodi, CA 95241

On December 8, 2005, the San Joaquin Council of Governments (SJCOCG) Board of Directors took a giant step on the road to having the renewal of Measure K on the November 2006 ballot. The Board unanimously (7-0) adopted an amended Joint Powers Agreement (JPA) creating two additional voting members on the Board, one each from the San Joaquin County Board of Supervisors and the City of Stockton. In so doing, the Board accepted the October 28th recommendation of the Governance Working Group (voting 6-0 with representatives from Lodi and Ripon absent) following months of discussion, deliberation, negotiation and in the end, significant compromise.

The Management & Finance Committee reviewed the amendment language on November 16th unanimously recommending adoption (7-0, Ripon absent). The Executive Committee unanimously voted (3-0) on November 18 to recommend adoption of the amendment.

The next step to finalizing the JPA amendment process is for the SJCOCG member agencies to approve the Board's action. The JPA will be considered amended after a majority of the member agencies representing at least 55% of the population of San Joaquin County, based upon the latest population estimates of the California Department of Finance, approves the amendment. In other words, at least five of the eight member agencies representing at least 55% of the county population must approve the amendment for it to become effective.

Attached is the adopted draft of the JPA prepared by SJCOCG counsel blacklined to show the proposed changes. (A clean version is also attached.) While there appears to be many changes, most are formatting and editorial changes. The one substantive change amends Section 4 of the JPA adding an additional representative each from the

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CITY OF LODI

Susan Hitchcock, Mayor
December 15, 2005
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Stockton City Council **and the** County Board of Supervisors. Further, Section 4 changes the number of members **present** to establish a quorum **as** seven **(7)**.

Other changes include:

- Standardizing the acronym for the Council of Governments as SJCOG
- Standardizing the capitalization of "City", "Cities" and "County"
- Removing the term "member" in reference to the cities **so** that member solely means a member of the Board of Directors. "Party" now refers to the member agencies or the cities and the **county**
- Updating statute citations
- Numbering **sections**, providing titles and updating some language

Once the threshold is achieved, the **JPA** is considered ratified, therefore, I **am** requesting **this** matter be placed on your agenda **as** soon as possible. SJCOG **staff** is prepared to attend the meeting at which you take action to answer any questions your policy makers might have. Please contact Steve Dial, SJCOG Director of Administration/CFO with any questions **you** might have and with the date and time of your meeting.

Thank you for assisting in reaching settlement of **this** very important issue for the region.

Sincerely,


GARY L. HASKIN
Chair, San Joaquin Council of Governments

Cc: SJCOG Board of Directors
County Administrator and City Managers

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE SAN JOAQUIN COUNCIL
OF GOVERNMENTS**

THIS AGREEMENT is entered into as of _____, 2006, by and between the incorporated cities of Escalon, Manteca, Lathrop, Lodi, Ripon, Stockton, and Tracy, all municipal corporations and the County of San Joaquin, a political subdivision of the State of California. The municipal corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of San Joaquin is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

WITNESSETH:

1. RECITALS.

1.1. Common Power. Chapter 5 of Division 7 of Title 1 (~~commencing~~ with Section 6500) of the California Government Code authorizes two (2) or more public agencies to jointly exercise any power common to them.

1.2. Common Authority. The City of Stockton, by virtue of its charter and the Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and the ~~County~~ of San Joaquin, by virtue of California Government Code Section 65600 ~~through 65604~~, inclusive, possess in ~~common~~ the authority:

1.2.1. ~~TO study, discuss, and develop solutions to area-wide problems of direct concern to the performance~~ of their constitutional and statutory functions and to establish ~~an area planning~~ organization and expend public funds for these purposes.

1.2.2. To do ~~all~~ acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and ~~community~~ improvement activities, including contracting and cooperating with other agencies.

1.3. Orderly Development. The people residing within the incorporated and unincorporated ~~areas~~ of San Joaquin County have an interest in the orderly development of their communities.

1.4. Independent Agency. The continued ~~growth~~ and extensive development within the incorporated and unincorporated areas of San Joaquin County

evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems.

1.5. Predecessor. The foregoing need led to the creation and establishment of the SAN JOAQUIN COUNCIL OF **GOVERNMENTS** on July 1, 1970.

1.6. Effects. The establishment of SAN JOAQUIN COUNCIL OF GOVERNMENTS (hereinafter referred to as "SJCOG") has:

1.6.1. Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in San Joaquin County.

1.6.2. Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources.

1.6.3. Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation.

1.6.4. Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide planning duties.

1.6.5. Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to its members.

1.7. Amendment. The Cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy and the County of San Joaquin, at this time, desire to amend that certain joint powers agreement of March 1, 1991, as subsequently amended on December 7, 2000, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the **SAN JOAQUIN COUNCIL OF GOVERNMENTS**.

1.8. Transportation Authority. The County designated the SAN JOAQUIN COUNCIL OF GOVERNMENTS as the San Joaquin County Transportation Authority.

NOW, THEREFORE, it is mutually agreed as follows:

2. STATEMENT OF PURPOSE

The member Cities and the County have joined together to establish SJCOG for the following reasons:

2.1. Area-Wide Opportunities. A number of opportunities and **issues** within the area are either area-wide in nature **or** have area-wide aspects **or** implications, including, but not limited to transportation, **air** quality, land use, economic development, job creation, **and** the reduction of unemployment, the protection of agricultural productivity, and multi-species habitat management issues.

2.2. Need. There is a demonstrated **need** for the establishment of **an** organization of the Cities and the County within the area to provide **a** forum **for** study and development of recommendations to area-wide problems of mutual interest **and** concern to the Cities and the County and to facilitate the development of policies and action recommendations for the solution of problems.

2.3. Independent Review. The Cities and the County wish to create an area-wide organization which will independently review and make comments **to** the member Cities and the County regarding projects which receive federal or state funding.

2.4. Elected Officials. The Cities and the County believe that an area-wide planning organization, governed solely by elected officials **from** the Cities and the County, with a staff independent of any City or the County, is **best** suited for area-wide planning and review.

2.5. Area-Wide Problems. The Cities and the County, working together **through** this organization, can **exercise initiative, leadership,** and responsibility **for** solving area-wide problems.

2.6. Allocation of Resources. The Cities and the County share common area-wide problems and issues, and at the same time, have **different needs** and priorities and are affected in different ways by these common area-wide problems and **issues**. The resources of SJCOG should be allocated in a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

3. ESTABLISHMENT OF SJCOG

3.1. Continued Public Entity. Upon the effective date of this Agreement, the Parties hereto hereby continue the **SAN JOAQUIN COUNCIL OF**

GOVERNMENTS, as a public entity separate and distinct from the Parties, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

3.2. **Functions.** SJCOG is the successor entity to the Council Of Governments established in 1970, insofar as its predecessor entity has been designated, and insofar as legally authorized, it shall continue to function as:

3.2.1. The Area-wide Planning Organization (*APO*) as designated by the **U.S.** Department of Housing and Urban Development (**HUD**).

3.2.2. The Metropolitan Planning Organization (**MPO**) as designated by the U.S. Department of Transportation; pursuant to Title **23** of United States Code, Section **134 (23 USC 134)** and Title **49** of the United States Code, Section **5303(b)(2)**.

3.2.3. The Regional Transportation Planning Agency (**RTPA**) as designated by the Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections 65080, et seq.

3.2.4. The Airport Land Use **Commission** (**ALUC**) as designated by the Board of Supervisors of the County of **San Joaquin** and recognized by the State of California; pursuant to California Public Utilities Code, Section 21670(b).

3.2.5. The regional planning representative, as designated by the Parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the SJCOG Board of Directors *for* consideration, or which the SJCOG Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not limited to the member entities of **SJCOG**.

3.2.6. The **San Joaquin** County Transportation Authority as designated by the Board of Supervisors of **San Joaquin** County pursuant to Section 180000 of the California Public Utilities Code.

3.2.7. The Census Data Center as designated by the Bureau of the census.

3.2.8. The Congestion Management Agency for San Joaquin County pursuant to California Government Code Sections 65088 and 65089 and Title **23** of the United States Code Section **134**.

3.2.9. The Federal Clearinghouse to review federal grant applications under Section 6506 of Title **23** of the United States Code Annotated.

4. COOPERATION

The Parties to this Agreement pledge full cooperation and agree to **assign** representatives to **serve** as official members of the SJCOG Board or any committee or subcommittee thereof, which members shall act for and on behalf of their Cities or the County in any and all matters which shall come before SJCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the Cities and the County.

5. MEMBERSHIP

5.1. Board. SJCOG shall be governed by a **Board** of Directors, herein referred to as **the** SJCOG Board, which shall be comprised of:

5.1.1. One (1) member from each of the City Councils of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy (with the Mayor an eligible member).

5.1.2. Three (3) members from **the** Stockton City Council (with the Mayor an eligible member).

5.1.3. Three (3) members of the Board of Supervisors of **the** County of San Joaquin.

5.1.4. Ex-officio non-voting members acting in **an** advisory capacity shall be:

5.1.4.1. The District Director from the State Department of Transportation, District **X**.

5.1.4.2. A member of the San Joaquin Regional Transit District Board of Directors.

5.1.4.3. A member of the Stockton Port District Board of Commissioners.

5.2. Appointment. Members shall be appointed by the governing body of each Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. Termination of a Party's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the SJCOG **Board**. The appointing body of a Party may appoint a new **member** or alternate immediately upon any vacancy in **the** Party's representation.

5.3. Alternates. The governing body of each Party shall appoint alternate members to the SJCOG Board. During the absence of a regular ~~member~~ from any meeting of the SJCOG Board, the alternate shall be entitled to participate in all respects ~~as~~ a regular member of the SJCOG Board. All members and alternates shall be duly elected representatives of their respective City Councils or Board of **Supervisors**.

5.4. Quorum. A **quorum** for conducting all matters of business shall be seven (7) members. The affirmative vote of a least a **majority** of the **quorum** present shall be required for the approval of any matter.

5.5. Rules. The SJCOG Board shall adopt **rules** of procedure and shall establish a time and place for regular SJCOG meetings. At any ~~meeting~~ the SJCOG Board may consider matters it deems proper for ~~carrying out~~ the purposes of **this** Agreement, subject to ~~the~~ provisions of California Government Code Section **54950** et seq.

5.6. Executive Committee. **An** Executive Committee shall be constituted ~~from~~ among the representatives of the **Parties**. **The** Executive Committee shall consist of five **(5)** members of the SJCOG Board elected by the SJCOG Board. **One** (1) member of ~~the~~ SJCOG Board shall be elected by the SJCOG Board to serve as the alternate member of ~~the~~ Executive Committee. During the absence of a regular member ~~from~~ any meeting ~~of~~ the Executive Committee, the alternate shall be entitled to participate in **all** respects as a regular member of ~~the~~ Executive Committee. The **Chairperson** of SJCOG shall be the Chairperson of the Executive Committee and shall serve on it as ~~the~~ representative of ~~his/her~~ jurisdiction. The Executive Committee shall have powers as are not inconsistent with **this** Agreement and as delegated to it by ~~the~~ SJCOG By-laws or the SJCOG Board.

5.7. Bylaws. The Bylaws of ~~the~~ SJCOG shall be those adopted following the adoption of **this** Amended and Restated **Agreement** by the SJCOG Board, and may thereafter be amended from time to time by the SJCOG Board.

6. **POWERS AND FUNCTIONS**

6.1. Specific Functions. SJCOG shall have the common power of the **Parties** hereto to establish, administer and operate area-wide programs, and in the exercise of that power, SJCOG is authorized in its **own** name to:

6.1.1. Employ **an** executive director as the chief administrative officer of the agency.

6.1.2. Employ agencies and employees and contract for professional **services**.

6.1.3. **Make** and enter into contracts.

6.1.4. Operate ~~transportation~~ and other services and facilities.

6.1.5. Undertake the planning, design and environmental clearance of transportation and other projects.

6.1.6. Cooperate With other agencies, counties and ~~other~~ local public agencies and participate in joint projects as necessary.

6.1.7. Acquire, hold, and convey real and personal property.

6.1.8. Incur debts, obligations, and liabilities.

6.1.9. Accept contributions, grants, or loans from any public or private agency or individual, or the United States or any department, ~~instrumentality, or~~ agency ~~thereof~~, for the purpose of financing its activities.

6.1.10. Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the ~~same~~ conditions as other local entities in accordance with Section 53601 of the California Government Code.

6.1.11. Have appointed board members and ex-officio ~~board~~ members serve ~~with~~ or without compensation from the ~~SJCOG~~.

6.1.12. Sue and be sued, in its ~~own~~ name only, but not in the name or stead of any member entity.

6.1.13. ~~Make~~ loans to Parties for projects approved by the SJCOG Board on terms, and interest rates, and with security, ~~as~~ may be established by the SJCOG Board.

6.1.14. To operate, either directly by ~~SJCOG~~ employees, or by independent contractors, programs approved by the SJCOG Board, such ~~as~~, but not limited to, ridesharing programs, freeway service patrol programs, and habitat conservation ~~programs~~, including the maintenance and operation of habitat conservation lands.

6.1.15. To provide services, including operational services, outside San Joaquin County, if fully compensated for the services, or in cooperative projects involving ~~other~~ public agencies.

6.1.16. To do all other acts reasonable and necessary to carry out the purpose of this Agreement.

6.2. Limitation. The powers to be exercised by SJCOG are subject to the restrictions **upon** the manner of exercising the powers **as are** imposed upon the **County** of San Joaquin in the exercise of similar powers.

6.3. Funds. SJCOG shall be held strictly accountable for all Funds received, held and disbursed by it.

7. EXECUTIVE DIRECTOR

7.1. Powers and Duties. **The** executive director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the SJCOG Board. The powers and duties of the executive director **are**:

7.1.1. To serve **as** the chief administrative officer of SJCOG and to be responsible to the SJCOG Board for the proper administration of all SJCOG affairs.

7.1.2. To appoint, **supervise**, suspend, discipline **or remove** SJCOG ~~employees~~ subject to those policies and procedures, from time **to** time, adopted by ~~the~~ SJCOG Board.

7.1.3. To supervise and direct the preparation of **annual** budget for the SJCOG and **be** responsible for its administration after adoption by the SJCOG **Board**.

7.1.4. To ~~formulate~~ and present **to** the **SJCOG** Board plans for ~~SJCOG's activities and the means to finance them~~.

7.1.5. To **supervise** the planning and implementation of all SJCOG's activities.

7.1.6. To attend all meetings of the SJCOG Board and act as the **secretary to** the SJCOG Board.

7.1.7. To prepare and submit to the SJCOG Board periodic financial reports and, **as** soon as practicable after the end of each fiscal year, **an annual** report of the activities of SJCOG for the preceding year.

7.1.8. To have custody and charge of all SJCOG property other than money and securities.

7.1.9. To perform other duties as the SJCOG Board may require in carrying out the policies and directives of the SJCOG Board.

8. FINANCING

8.1. Fiscal Year. The SJCOG fiscal year shall be July 1 through June 30.

8.2. Annual Budget. On or before April 1st, the SJCOG shall adopt a budget for the ensuing fiscal year to commence on July 1, and shall submit the same for ratification to the governing body of each Party. Upon ratification of the proposed budget of the legislative bodies of the Parties, and representing at least 55% of the population within the County, the budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any amendments to the budget shall be approved by the SJCOG Board.

8.3. Support by Parties. Any Party to this Agreement, in the exercise of the reasonable discretion of its governing body, may, upon mutual consent of the Parties, provide support for the SJCOG, its staff, and its professional consultants, including providing the quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and professional and technical assistance as may be necessary to enable SJCOG to perform its responsibilities. All assistance shall be provided on an at-cost basis.

8.4. Eminent Domain and Taxes. Under no circumstances shall the SJCOG be empowered to exercise the right of eminent domain nor to levy taxes except as provided in Section 8.5 below. SJCOG shall apply for available State or Federal support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the SJCOG Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

8.5. Measure K. In its role as the San Joaquin County Transportation Authority, SJCOG shall be empowered to levy and expend tax revenues authorized in San Joaquin County Transportation Authority Ordinance #91-01 and approved as Measure K on November 6, 1990 by the voters of San Joaquin County. This empowerment shall exist so long as San Joaquin County Transportation Authority Ordinance #91-01 is in effect and shall terminate when all San Joaquin County Transportation Authority Ordinance #91-01 taxes have been levied and expended.

9. TREASURER

9.1. Treasurer of County. The Treasurer of the County of San Joaquin shall be the Treasurer of SJCOG.

9.2. Duties. The Treasurer shall:

9.2.1. Receive and receipt all money of SJCOG and place it in the treasury of **San** Joaquin County to the credit of SJCOG.

9.2.2. Be responsible **upon his** official bond for the safekeeping and disbursement of all SJCOG money held by the Treasurer.

9.2.3. Pay any **sums** due from SJCOG, from SJCOG's funds held by the Treasurer or any portion thereof, upon warrants of the SJCOG controller designated herein.

9.2.4. **Verify** and report in **writing as soon** as possible after the **first day** of July, October, January, and April of each year to SJCOG the amounts of **monies** the Treasurer holds for SJCOG, the amount of receipts since **the** Treasurer's last report, and any interest accrued to those funds.

9.3. Reimbursement. SJCOG shall reimburse **the** County of San Joaquin for the cost of services provided by the County Treasurer to SJCOG upon an at-cost basis.

10. CONTROLLER

10.1. Auditor of County. The Auditor-Controller of the County of **San** Joaquin shall be the controller for the SJCOG.

10.2. Warrants. **The** Controller shall draw warrants to pay demands against SJCOG when the demands have been approved by the SJCOG Board and/or **the** SJCOG Executive Director. **The** Controller shall be responsible on **the** Controller's official bond for **the** Controller's approval of disbursement of SJCOG money.

10.3. Records. **The** Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. **The** books of account shall include records of assets, liabilities, and contributions made by each Party to this Agreement.

10.4. Audit. **The** Controller shall make available all financial records of SJCOG to a certified public accountant or public accountant contracted by SJCOG to make **an** annual audit of the accounts and records of SJCOG. **The** minimum requirements of the audit shall be those prescribed by **the** State Controller for special districts under Section **26909** of the Government Code and shall **conform** to generally accepted auditing standards.

10.5. Reimbursement. SJCOG shall reimburse the County for the cost of services provided by the County Auditor-Controller to SJCOG upon an at-cost basis.

11. BOND REQUIREMENTS

The executive director and other employees of SJCOG as may be designated by the SJCOG Board, shall file with SJCOG an official fidelity bond in a penal sum determined by the Board as security for the safekeeping of SJCOG property entrusted to the employee. Premiums for the bonds shall be paid by SJCOG.

12. PARTIES' LIABILITY

The debts, liabilities, and obligations of SJCOG shall not be debts, liabilities or obligations of the Parties to this Agreement either singly or collectively.

13. ASSIGNABILITY

With the approval of, and upon the terms agreed upon by, the governing body of each Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of SJCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from which SJCOG has received financial assistance.

14. WITHDRAWAL OF A PARTY

14.1. Withdrawal Procedure. A Party to this Agreement may, at any time, withdraw from SJCOG, following 90 days notice to SJCOG and all other Parties of SJCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party.

14.2. Obligations. Upon the effective date of the withdrawal the Party shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided COG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. SJCOG assets representing any accumulated capital contribution of the withdrawing Party shall remain subject to SJCOG control, depreciation and use without compensation to the withdrawing Party until termination of this Agreement and distribution of SJCOG assets.

15. TERMINATION AND DISSOLUTION

15.1. No Specific Term. This Agreement shall continue in force without specific term.

15.2. Disestablishment. **If**, at any time, those Cities and County which **are** members of SJCOG contain less than **55%** of the population residing within the area of San Joaquin County, based upon the latest available population estimates by the California Department of Finance, and there are less than a majority of local governments remaining **as** Parties of SJCOG, SJCOG shall be deemed disestablished and **this** Agreement shall cease to be operative except for the purpose of payment of any existing obligations.

15.3. Distribution. **If this** Agreement is terminated, all real and personal property owned by SJCOG shall be distributed to the Federal, State, or local funding agency or Party to **this** Agreement that supplied the property or whose funding provided for the acquisition of the property **unless** other distribution is provided by law, Should the origin of **any** real or personal property be **undeterminable**, that property shall be disbursed to the Parties to **this** Agreement in proportion to the size of the jurisdiction **as** delineated in the latest California Department of Finance estimate of population. **This** Agreement shall not terminate until all property has been distributed in accordance with **this** provision.

16. RETURN OF SURPLUS FUNDS

Upon termination of **this** Agreement, any **surplus** money on hand shall be returned to the Federal, State, or local agency or the Party to **this** Agreement that provided the funds.

17. ADDITIONAL MEMBERS

In addition to the Cities identified in this Agreement, any city within San Joaquin County which **may** hereafter be incorporated and which desires to participate in the activities of SJCOG **may do so by executing this Agreement without the prior approval or ratification of the** named Parties to this Agreement and shall thereafter be a **Party to this** Agreement and be bound by **all** terms and conditions of **this Agreement as of the date it** executes this Agreement.

18. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

19. SEVERABILITY

Should any part, term, portion, or provision of **this** Agreement be finally decided **to** be in conflict with any law of **the** United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided the

remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

20. AMENDMENTS

This Agreement may be amended **only** after Parties who represent **both** a majority of **the** Parties and at least **55%** of the population of San Joaquin **County**, based upon the latest population estimates of the California Department of Finance, approve the amendments.

21. COUNTERPARTS

This Agreement may be executed in **any** number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, Will be deemed to be one and the same instrument.

22. TITLES AND *HEADING*

The Section titles and the heading of this Agreement are for convenience only and shall not be used in interpreting this Agreement.

23. EFFECTIVE DATE OF AGREEMENT

This Amended and Restated Agreement shall become effective when the majority of the Cities and County representing more **than 55%** of the population of the **County** based upon the latest population estimates of the California Department of **Finance**, sign this Agreement. The population of the County for this purpose is the population of the unincorporated area.

///

///

IN WITNESS WHEREOF, the Parties hereto have caused **this** Agreement **to** be executed by their respective offices as of:

APPROVED AS TO FORM

By: _____

Title: _____

ATTEST: _____

City Clerk

MAYOR

CITY OF ESCALON

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City ~~Clerk~~

MAYOR

CITY OF LODI

Signatures Continued on *Next Page* ***

APPROVED AS TO FORM:

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR

CITY OF MANTECA

APPROVED AS TO **FORM:**

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR

CITY OF RIPON

APPROVED AS TO **FORM:**

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR

CITY OF STOCKTON

APPROVED AS TO **FORM:**

By: _____

Title: _____

ATTEST: _____
City Clerk

MAYOR

CITY OF TRACY

APPROVED AS TO **FORM:**

By: _____

Title: _____

ATTEST: _____
City Clerk

CHAIRMAN

SAN JOAQUIN COUNTY

Amended March I, 1991
Amended ~~December~~ 7, 2000
Amended _____, 2006

AMENDED AND RESTATED
JOINT POWERS AGREEMENT
ESTABLISHING THE SAN JOAQUIN COUNCIL
OF GOVERNMENTS

THIS AGREEMENT is entered ~~into~~ as of the 7th of December, 2000 , of 2006 , by and ~~among~~ between the incorporated cities of Escalon, Manteca, Lathrop, Lodi, Ripon, Stockton, and Tracy, all municipal corporations and the County of San Joaquin, a political subdivision of the State of California ▪ ▪
corporations are sometimes referred to individually as "City" and collectively as "Cities." The County of San Joaquin is sometimes referred to as "County." The Cities and County are sometimes referred to individually as a "Party" and collectively as "Parties."

W I T N E S S E T H:

WHEREAS, Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code authorizes two (2) or more public agencies to jointly exercise any power common to them; and

WHEREAS, the City of Stockton, by virtue of its charter and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Tracy, and the County of San Joaquin, by virtue of California Government Code Section 65600 through 65604, inclusive, possess in common the authority:

a) To study, discuss, and develop solutions to area-wide problems of direct concern to the performance of their constitutional and statutory functions and to establish an area planning organization and expend public funds for these purposes;

b) To do all acts necessary to participate in federal programs and receive federal funds for health, education, welfare, public works, and community improvement activities, including contracting and cooperating with other agencies; and

WHEREAS, the people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in the orderly development of their communities; and

WHEREAS, the continued growth and extensive development within the incorporated and unincorporated areas of San Joaquin County evidenced a need to create a wholly independent regional agency capable of dealing with area-wide issues and problems; and

WHEREAS, this need led to ~~the~~ creation and establishment of the SAN JOAQUIN COUNCIL OF GOVERNMENTS on July 1, 1970; and

WHEREAS, the establishment of SAN JOAQUIN ~~COG~~ COUNCIL OF GOVERNMENTS (hereinafter referred to as "~~COG~~" "SJCOG") has:

- a) Provided a forum to study and develop solutions to area-wide problems of mutual concern to the various governmental entities in San Joaquin county;
- b) Provided efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources;
- c) Provided for the establishment of an agency responsible for identifying, planning, and developing solutions to regional problems requiring multijurisdictional cooperation;
- d) Provided for the establishment of an agency capable of developing regional plans and policies and performing area-wide planning duties;
- e) Facilitated cooperation among and agreement between local governmental bodies for specific purposes, interrelated developmental actions, and for the adoption of common policies with respect to issues and problems which are common to its members; and

WHEREAS, the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy and the County of San Joaquin, at this time, desire to amend that certain joint powers agreement of March 1, 1991, as subsequently amended on December 7, 2000, and enter into this Amended and Restated Agreement in order to establish the duties and powers of the SAN JOAQUIN COUNCIL OF GOVERNMENTS;

WHEREAS, the County of ~~San Joaquin~~ designated the SAN JOAQUIN ~~COUNTY~~ COUNCIL OF GOVERNMENTS as the San Joaquin County Transportation Authority;

NOW, THEREFORE, it is mutually agreed as follows:

1. STATEMENT OF PURPOSE

The member ~~cities~~ Cities and the County have joined together to establish the ~~Council~~ SJCOG for the following reasons:

- a) A number of opportunities and issues within the area are either area-wide in nature or have area-wide aspects or implications, including, but not limited to transportation, air quality, land use, economic

development, job creation, and the reduction of unemployment, the protection of agricultural productivity, and multi-species habitat management issues.

b) There is a demonstrated need for the establishment of an organization of ~~cities~~ Cities and the County within the area provide a forum for study and development of recommendations to area-wide problems of mutual interest and concern to the ~~cities~~ Cities and the County and to facilitate ~~the~~ development of policies and action recommendations for the solution of such problems.

c) ~~The member cities~~ Cities and the County wish to create an area-wide organization which will independently review and make comments to the member cities and the County regarding projects which receive federal or state funding.

d) ~~The member cities~~ Cities and the County believe that an area-wide ~~planning~~ organization, governed solely by elected officials from the ~~member cities~~ Cities and the County, with a staff independent of any ~~member city~~ City or the County, is best suited for this area-wide ~~planning~~ and review.

e) ~~Member cities~~ The Cities and the County, working together through this organization, can exercise initiative, leadership, and responsibility for solving area-wide problems.

f) ~~Member cities~~ The Cities and the County share common area-wide problems and issues, and at the same time, have different needs and priorities and are affected in different ways by these common area-wide problems and issues. The resources of ~~the Council~~ SJCOG should be allocated in such a manner so that the needs of any portion of the area are not ignored recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

2. ESTABLISHMENT OF SAN JOAQUIN COG SJCOG

Upon the effective date of this Agreement, the ~~parties~~ Parties hereto hereby ~~establish a newly constituted~~ continue the SAN JOAQUIN COUNCIL OF GOVERNMENTS, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this Agreement and to administer or otherwise execute this Agreement.

~~The newly constituted SAN JOAQUIN COG, as~~ SJCOG is the successor entity to the Council Of Governments established in 1970, insofar as its predecessor entity has been designated, and insofar as legally authorized, shall continue to function as:

- a) The Area-wide Planning Organization (APO) as designated by the U.S. Department of Housing and Urban Development (HUD);
- b) The Metropolitan ~~Planning~~ Organization (MPO) as designated by the U.S. Department of Transportation; pursuant to Title 23 of United States Code, Section **134 (23 USC 134)** and Title **49 of the** United States Code, Section ~~1607 (49 USC 1607)~~ **5303(b)(2)**;
- c) The Regional Transportation Planning Agency (RTPA) as designated by ~~the~~ Secretary of Business and Transportation Agency of the State of California; pursuant to California Government Code Sections **65080, et seq.**;
- d) The ~~Airport Land Use~~ Commission (ALUC) as designated by the Board of Supervisors of the County of San Joaquin and recognized by the State of California; pursuant to ~~Chapter 4, Article 3.5 of the~~ California Public Utilities Code, **Section 21670(b)**;
- e) The regional planning representative, as designated by the parties hereto, for the purpose of acting upon any appropriate proposals which may be presented to the ~~SAN JOAQUIN COG~~ **SJCOG** Board of Directors for consideration, or which ~~the~~ **SJCOG** Board of Directors may elect to take up, and for transmission of proposed recommendations to Federal, State, and local agencies, including, but not ~~limited to the~~ member entities of ~~SAN JOAQUIN COG~~ **SJCOG**.
- f) The San Joaquin County Transportation Authority as designated by the Board of ~~the Board of Supervisors~~ of San Joaquin County ~~under~~ **pursuant to** Section 180000 of the California Public Utilities Code;
- g) The Census Data Center as designated by the **Bureau** of the census;
- h) The Congestion Management Agency **for** San Joaquin County pursuant to California Government Code Sections **65088** and **65089** and Title 23 of the United States Code Section **134**;
- i) ~~The Federal Clearinghouse to review federal grant applications pursuant to Presidential Executive Order 12372.~~ **punder Section 6506 of Title 23 of the United States Code Annotated.**

3. COOPERATION

The ~~parties~~ to this Agreement **pledge** full cooperation and agree to assign representatives to serve as official members of ~~SAN JOAQUIN COG~~ **the SJCOG Board**

or any committee or subcommittee thereof, which members shall act for and on behalf of their cities or the County in any and all matters which shall come before ~~the SAN JOAQUIN COG~~ SJCOG, subject to any necessary and legal approvals of their acts by the legislative bodies of the cities and the County.

4. MEMBERSHIP

~~SAN JOAQUIN COG~~ SJCOG shall be governed by a Board of Directors, hereinafter referred to as the ~~COG~~ SJCOG Board, which shall be comprised of:

- a) One (1) member from each of the city councils of Escalon, Lathrop, Lodi, Manteca, Ripon, and Tracy (with the Mayor ~~and an~~ eligible member);
- b) ~~Two (2)~~ Three (3) members from the Stockton City Council (with the Mayor an eligible member);
- c) ~~Two (2)~~ Three (3) members of the Board of Supervisors of the County of San Joaquin; and
- d) Ex-officio non-voting members acting in an advisory capacity shall be:
 - 1) ~~The~~ District Director from the State ~~Department of Transportation~~, District X;
 - 2) A member of the San Joaquin Regional Transit District Board of Directors; and
 - 3) A member of the Stockton Port District Board of ~~Commissioners~~; and

Members shall be appointed by the governing body of each ~~party~~ Party and shall serve at the pleasure of their appointing body or until their respective successors are appointed. Termination of a ~~member's~~ Party's mayor, councilperson, or supervisor status shall constitute automatic termination of that person's membership on the ~~COG~~ SJCOG Board. The appointing body of a ~~party~~ Party may appoint a new member or ~~alternative~~ alternate immediately upon the occurring of any vacancy in that ~~party's~~ Party's representation.

The governing body of each ~~party~~ Party shall appoint alternate members to the ~~COG~~ SJCOG Board. During the absence of a regular member from any meeting of the ~~COG~~ SJCOG Board, the alternate shall be entitled to participate in all respects as a regular member of the ~~COG~~ SJCOG Board. All members and alternates shall be duly elected representatives of their respective city councils or Board of Supervisors.

A quorum for conducting all matters of business shall be ~~six (6)~~ seven (7) members. The affirmative vote of a least a majority of the quorum present shall be required for the approval of any matter.

The ~~COG~~ SJCOG Board shall adopt rules of procedure and shall establish a time and place for regular ~~SAN JOAQUIN COG~~ SJCOG meetings. At any meeting the ~~COG~~ SJCOG Board may consider such matters as ~~its~~ it deems proper for carrying out the purposes of this Agreement, subject to the provisions of California Government Code Section 54950 et seq.

An Executive Committee shall be constituted from among the representatives of the ~~members of the COG Parties~~. The Executive Committee shall consist of five (5) members of the ~~COG~~ SJCOG Board elected by the ~~COG~~ SJCOG Board. One (1) member of the ~~COG~~ SJCOG Board shall be elected by the ~~COG~~ SJCOG Board to serve as the alternate member of the Executive Committee. During the absence of a regular member from any meeting of the Executive Committee, the alternate shall be entitled to participate in all respects as a regular member of the Executive Committee. The Chairperson of ~~COG~~ SJCOG shall be the Chairperson of the Executive Committee and shall serve on it as the representative of his/her jurisdiction. The Executive Committee shall have such powers as are not inconsistent with this Agreement and as delegated to it by the ~~SAN JOAQUIN COG~~ SJCOG By-laws or the ~~COG~~ SJCOG Board.

The By-laws of the ~~SAN JOAQUIN COG~~ SJCOG shall be those adopted following the adoption of this Amended ~~sad Reststed~~ Agreement by the ~~COG~~ SJCOG Board, and may ~~thereafter~~ be amended from time to time by the ~~COG~~ SJCOG Board.

5. POWERS AND FUNCTIONS

~~SAN JOAQUIN COG~~ SJCOG shall have the common power of the parties hereto to establish administer and operate area-wide programs, and in the exercise of that power, ~~SAN JOAQUIN COG~~ SJCOG is authorized in its own name to:

- a) Employ an executive director as the chief administrative officer of the agency;
- b) Employ agencies and employees and contract for professional services;
- c) Make and enter into contracts;
- d) Operate transportation and other services and facilities;
- e) Undertake the planning, design and environmental clearance of transportation and other projects;

- f) Cooperate with other agencies, counties and other local public agencies and participate in joint projects **as necessary**;
- g) Acquire, hold, and convey real and personal property;
- h) Incur debts, obligations, and liabilities;
- i) Accept contributions, **grants**, or loans from any public or private agency or individual, or **the** United States or any department, instrumentality, or agency thereof, for the purpose of financing its activities;
- j) Invest money that is not needed for immediate necessities, **as** the Council determines advisable, in the **same** manner and upon the **same** conditions **as** other local entities in accordance with Section **53601** of the California Government Code;
- k) Have appointed members and **ex-officio** members serve with or without compensation from the ~~SAN JOAQUIN COG~~ **SJCOG**;
- l) Sue and be sued, in its **own** name only, but not in the name or stead **of** any member entity;
- m) Make loans to ~~members~~ **Parties** for projects approved by the ~~COG~~ **SJCOG** Board on **terms**, and interest rates, and with such security, **as** may be established by the ~~COG~~ **SJCOG** Board;
- n) To operate, either directly by ~~SAN JOAQUIN COG~~ **SJCOG** employees, or by independent contractors, programs approved by the ~~COG~~ **SJCOG** Board, such **as**, but not limited to, ridesharing programs, freeway service patrol programs, and habitat conservation programs, including the maintenance and operation of habitat conservation lands,
- o) To provide services, including operational services, outside **San** Joaquin **County**, if fully compensated for such services, or in cooperative projects involving other public agencies; and
- p) To do all other acts reasonable and necessary to carry out the purpose of **this** Agreement.

The powers to be exercised by ~~the SAN JOAQUIN COG~~ **SJCOG** are subject to the restrictions **upon** the manner of exercising such powers **as** **are** imposed upon the County of San Joaquin in the exercise of similar powers. ~~SAN JOAQUIN COG~~ **SJCOG** shall be held strictly accountable **for** all funds received, held and disbursed by it.

6. EXECUTIVE DIRECTOR

The executive director **shall** be selected by, **and** shall serve at the pleasure of and upon the terms prescribed by the ~~COG~~ SJCOG Board. The powers and duties of the executive ~~director~~ are:

- a) To serve as the chief administrative officer of ~~SAN JOAQUIN COG~~ SJCOG and to be responsible to the ~~COG~~ SJCOG Board for the proper administration of all ~~SAN JOAQUIN COG~~ SJCOG affairs.
- b) To appoint, supervise, **suspend**, discipline or remove ~~SAN JOAQUIN COG~~ SJCOG employees subject to **those** policies and procedures, **from** time to time, adopted by the ~~COG~~ SJCOG Board.
- c) To supervise and direct the preparation of the annual budget for the ~~COG~~ SJCOG and be responsible for its administration after adoption by the ~~COG~~ SJCOG Board.
- d) To formulate and present to the ~~COG~~ SJCOG Board plans for ~~SAN JOAQUIN COG's~~ SJCOG's activities and the means to finance **them**.
- e) To supervise the planning and implementation of all ~~SAN JOAQUIN COG's~~ SJCOG's activities.
- f) To attend all **meetings** of the ~~COG~~ SJCOG Board and **act as the secretary** to the ~~COG~~ SJCOG Board.
- g) To prepare and submit to the ~~COG~~ SJCOG Board periodic financial reports and, as soon **as** practicable after the end of each **fiscal** year, **an annual** report of the activities of the ~~SAN JOAQUIN COG~~ SJCOG **for the preceding year**.
- h) To have custody and charge of all ~~SAN JOAQUIN COG~~ SJCOG property other than money and securities.
- i) To perform such other duties as the ~~COG~~ SJCOG Board may **require** in carrying out the policies and directives of the ~~COG~~ SJCOG Board.

7. FINANCING

- a) Fiscal Year: The ~~SAN JOAQUIN COG~~ SJCOG fiscal year shall be **July 1 through June 30**.
- b) Annual Financial Support: On or before April **1st**, the ~~SAN JOAQUIN COG~~ SJCOG shall adopt a budget for the ensuing fiscal year

to commence on July 1, and shall submit the same for ratification to the governing body of each ~~member agency~~ Party. Upon ratification of the proposed budget of the legislative bodies of the ~~member governments~~ Parties, and representing at least 55% of the population within the ~~County, such~~ the budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any amendments to the budget shall be approved by the ~~SAN JOAQUIN COG~~ SJCOG Board.

Any ~~party~~ Party to this Agreement, in the exercise of the reasonable discretion of its governing body, may, upon mutual consent of the ~~parties~~ Parties, provide support for the ~~SAN JOAQUIN COG~~ SJCOG, its staff, and its professional consultants, including providing such quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and such professional and technical assistance as may be necessary to enable ~~SAN JOAQUIN COG~~ SJCOG to perform its responsibilities. All such assistance shall be provided on an at-cost basis.

Under no circumstances shall the ~~SAN JOAQUIN COG~~ SJCOG be empowered to exercise the right of eminent domain nor to levy taxes except as provided in Section 7. c) below. ~~SAN JOAQUIN COG~~ SJCOG shall apply for available State or Federal support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the ~~COG~~ SJCOG Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

c) In its role as the San Joaquin County Transportation Authority, the ~~SAN JOAQUIN COG~~ SJCOG shall be empowered to levy and expend tax revenues authorized in San Joaquin County Transportation Authority Ordinance #91-01 and approved as Measure K on November 6, 1990 by the voters of San Joaquin County. This empowerment shall exist so long as San Joaquin County Transportation Authority Ordinance #91-01 is in effect and shall terminate when all San Joaquin County Transportation Authority Ordinance #91-01 taxes have been levied and expended.

8. TREASURER

a) The Treasurer of the County of San Joaquin shall be the ~~Treasurer~~ of ~~SAN JOAQUIN COG~~ SJCOG.

b) The Treasurer shall:

1) Receive and receipt all money of ~~SAN JOAQUIN COG~~ SJCOG and place it in the treasury of San Joaquin County to the credit of ~~SAN JOAQUIN COG~~ SJCOG.

- 2) Be responsible upon his official bond **for** the safekeeping and disbursement **of** all ~~SAN JOAQUIN COG~~ **SJCOG** money held by him/her.
- 3) Pay any ~~sums~~ due ~~from SAN JOAQUIN COG, from SAN JOAQUIN COG's~~ **SJCOG, from SJCOG's** funds held by him/her **or** any portion thereof, upon warrants of the ~~SAN JOAQUIN COG~~ **SJCOG** controller designated herein.
- 4) **Verify** and **report** in Writing **as soon as** possible after the first day of July, October, January, and April **of** each year to ~~SAN JOAQUIN COG~~ **SJCOG** the **amounts** of monies he/she holds for ~~SAN JOAQUIN COG~~ **SJCOG**, the amount of receipts since his/her last report, and any interest accrued **to** those funds.
- 5) ~~SAN JOAQUIN COG~~ **SJCOG** shall reimburse the County of San Joaquin **for** the cost of **services** provided by the County Treasurer to ~~SAN JOAQUIN COG~~ **SJCOG** upon an at-cost basis.

9. **CONTROLLER**

- a) The Auditor-Controller of the County **of** San Joaquin shall be the controller **for** the ~~SAN JOAQUIN COG~~ **SJCOG**.
- b) The Controller shall **draw** warrants to pay demands **against** ~~SAN JOAQUIN COG~~ **SJCOG** when the demands have been approved by the ~~COG~~ **SJCOG** Board and/or the ~~COG~~ **SJCOG** Executive Director. He/She shall be responsible on his/her official bond for his/her approval of disbursement of ~~SAN JOAQUIN COG~~ **SJCOG** money.
- c) The **Controller** shall keep and maintain **records** and **books** of account on the basis of generally accepted accounting practices. The books of account shall include records of **assets**, liabilities, and contributions made by each **party to this** Agreement.
- d) The Controller shall **make** available all such financial records of ~~SAN JOAQUIN COG~~ **SJCOG** to a certified public accountant **or** public accountant contracted by ~~SAN JOAQUIN COG~~ **SJCOG** **to make an annual** audit of the accounts and records of ~~SAN JOAQUIN COG~~ **SJCOG**. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to **generally** accepted auditing **standards**.

e) ~~SAN JOAQUIN COG~~ SJCOG shall reimburse ~~the County~~ for the cost of services provided by the County Auditor-Controller to ~~SAN JOAQUIN COG~~ SJCOG upon an at-cost basis.

10. BOND REQUIREMENTS

The executive director and such other employees of ~~SAN JOAQUIN COG~~ SJCOG as may be designated by the ~~COG~~ SJCOG Board, shall file with ~~SAN JOAQUIN COG~~ SJCOG an official fidelity bond in a penal sum determined by the Council as security for the safekeeping of ~~SAN JOAQUIN COG~~ SJCOG property entrusted to such employee. Premiums for such bonds shall be paid by ~~SAN JOAQUIN COG~~ SJCOG.

11. PARTIES' LIABILITY

The debts, liabilities, and obligations of ~~SAN JOAQUIN COG~~ SJCOG shall not be debts, liabilities or obligations of the ~~parties~~ Parties to this Agreement either singly or collectively.

12. ASSIGNABILITY

With the approval of, and upon the terms agreed upon by, ~~the~~ governing body of each ~~party~~ Party to this Agreement, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. Provided, however, no right or property of ~~SAN JOAQUIN COG~~ SJCOG shall be assigned without compliance with all conditions imposed by any state or federal entity from whom ~~SAN JOAQUIN COG~~ which SJCOG has received financial assistance.

13. WITHDRAWAL OF A PARTY

A ~~party~~ Party to this Agreement may, at any time, withdraw from ~~SAN JOAQUIN COG~~ SJCOG, following 90 days notice to ~~SAN JOAQUIN COG~~ SJCOG and all other ~~members~~ Parties of ~~SAN JOAQUIN COG~~ SJCOG, by resolution of intent to withdraw adopted by the governing board of the withdrawing ~~party~~ Party.

Upon the effective date of such withdrawal such ~~member~~ Party shall cease to be bound by this Agreement, but shall continue to provide financial support through the approved percentage of planning funds provided COG, as Transportation Planning Agency under the provisions of Section 99233.2 of the Transportation Development Act. ~~SAN JOAQUIN COG~~ SJCOG assets representing any accumulated capital contribution of the withdrawing party shall remain subject to ~~SAN JOAQUIN COG~~ SJCOG control, depreciation and use without compensation to the withdrawing ~~party~~ Party until termination of this Agreement and distribution of ~~SAN JOAQUIN COG~~ SJCOG assets.

14. TERMINATION AND DISSOLUTION

a) **This** Agreement shall continue in force without specific term.

b) If, at any time, those ~~cities~~ Cities and County which **are** members of ~~SAN JOAQUIN COG~~ SJCOG contain less than 55% of the population residing within the area of San Joaquin County, based upon the latest available population estimates by the California Department of Finance, and there **are** less than a majority of local governments remaining **as** ~~members of SAN JOAQUIN COG, SAN JOAQUIN COG~~ Parties of SJCOG, SJCOG shall be deemed disestablished and **this** Agreement shall cease to be operative except for the purpose of payment of **any** obligations theretofore incurred.

c) If **this** Agreement is terminated, all **real** and personal **property** owned by ~~SAN JOAQUIN COG~~ SJCOG shall be distributed to the Federal, ~~State~~, or local funding agency **or party** Party to **this** Agreement that supplied the **property** **or** whose funding provided for the acquisition of **the** property **unless** other distribution is provided by law. Should the origin of any real or personal property be undeterminable, **that** property shall be disbursed to the ~~parties~~ Parties to **this** Agreement in proportion to the **size** of the jurisdiction as delineated in the latest California Department of Finance estimate of population.

This Agreement shall not terminate until all **property** has been distributed in accordance with **this** provision.

15. RETURN OF SURPLUS FUNDS

Upon termination of **this** Agreement, any surplus money on hand shall be **returned** to the Federal, State, or **local** agency or the ~~party~~ Party to **this** Agreement that provided the funds.

16. ADDITIONAL MEMBERS

In addition to the incorporated cities identified in this Agreement, **any** city within San Joaquin County which may hereafter be incorporated and which **desires** to participate in the activities of ~~SAN JOAQUIN COG~~ SJCOG may do so by executing **this** Agreement without the **prior** approval or ratification of the named ~~parties~~ Parties to **this** Agreement and shall thereafter be a ~~party~~ Party to **this** Agreement and be bound by all terms and conditions of **this** Agreement as of the date it executes **this** Agreement.

17. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the ~~parties~~ Parties.

18. SEVERABILITY

Should any part, term, portion, or provision of ~~this~~ Agreement be finally decided to be in conflict with any law of ~~the~~ United States or the State of California, or otherwise be unenforceable or ~~ineffectual~~, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first ~~instance~~.

19. AMENDMENTS

This Agreement may be amended only after ~~members~~ Parties who represent both a majority of the ~~members~~ Parties and at least 55% of the population of ~~San Joaquin County~~, based upon the latest population estimates of the California Department of Finance, approve the amendments.

20. COUNTERPARTS

This Agreement may be executed in ~~any~~ number of counterparts, each of which when executed will be deemed to be ~~an~~ original and all of which, taken together, ~~will~~ be deemed ~~to~~ be one and the same instrument.

21. EFFECTIVE DATE OF AGREEMENT

This Amended and Restated Agreement shall become effective when the majority of the cities and County representing more than ~~55%~~ of the population of the County based upon the latest population estimates of the California Department of Finance, sign this Agreement. The population of the County for this purpose is the population of the unincorporated area.

IN WITNESS WHEREOF, the parties hereto have ~~caused this Agreement to be executed~~ by their respective ~~offices~~ as of:

APPROVED AS TO FORM

By: _____

Title: _____

ATTEST: _____

City ~~Clerk~~

MAYOR

CITY OF ESCALON

APPROVED ~~AS~~ TO FORM:

By: _____

Title: _____

MAYOR

ATTEST: _____
city Clerk

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Title: _____

MAYOR

ATTEST: _____
City Clerk

CITY OF LODI

APPROVED **AS** TO FORM:

By: _____

Title: _____

MAYOR

ATTEST: _____
City Clerk

CITY OF MANTECA

.....

APPROVED AS TO FORM:

By: _____

Title: _____

MAYOR

ATTEST: _____

CITY OF RIPON

City Clerk

.....

APPROVED AS TO FORM:

By: _____

Title: _____

MAYOR

ATTEST: _____

CITY OF STOCKTON

City Clerk

APPROVED AS TO FORM:

By: _____

Title: _____

MAYOR

ATTEST _____

CITY OF TRACY

City Clerk

APPROVED AS TO FORM:

By: _____

Title: _____

CHAIRMAN

ATTEST: _____

SAN JOAQUIN COUNTY

City Clerk

Amended March I, 1991
Amended December 7, 2000
Amended _____, 2006

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT TO THE SAN JOAQUIN
COUNCIL OF GOVERNMENTS JOINT POWERS
AGREEMENT, ADDING TWO ADDITIONAL VOTING
MEMBERS TO THE BOARD

=====

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve an amendment to the San Joaquin Council of Governments Joint Powers Agreement, adding two additional voting members to the Board, one each from the San Joaquin County Board of Supervisors and the city of Stockton.

Dated: February 15, 2006

=====

I hereby certify that Resolution No. 2006-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 15, 2006, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

SUSAN J. BLACKSTON
City Clerk

CITY COUNCIL

SUSAN HITCHCOCK,
Mayor

BOB JOHNSON,
Mayor Pro Tempore
JOHNBECKMAN

LARRY D. HANSEN
JOANNE MOUNCE

CITY OF LODI



PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

BLAIR KING,
City Manager

SUSAN J. BLACKSTON,
City Clerk

O. STEPHEN SCHWABAUER,
City Attorney

RICHARD C. PRIMA, JR.,
Public Works Director

February 9, 2006

Mr. Andrew Chesley, Executive Director
San Joaquin Council of Governments
555 E. Weber Avenue
Stockton. CA 95202

SUBJECT: Adopt Resolution Approving Amendment to San Joaquin Council of Governments Joint Powers Agreement to Add Two Additional Voting Members, One Each from the San Joaquin County Board of Supervisors and the City of Stockton

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, February 15, 2006. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, **you** may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at 333-6702.

If you have any questions about the item itself, please call me at 333-6759.

for !
Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk